

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

UNITED STATES OF AMERICA ,)	
Plaintiff,)	
)	
v.)	No. 08 CR 0107
)	Judge Elaine Bucklo
JAMES GREEN,)	
Defendant.)	

**DEFENDANT’S OBJECTIONS TO PRESENTENCING INVESTIGATION REPORT AND
SENTENCING MEMORANDUM**

NOW COMES JAMES GREEN, by and through his attorney, Ralph J. Schindler, Jr., and does make the following objections to his Presentencing Investigation Report (hereafter “PSI Report”) and related sentencing memorandum:

Lines 75; 94¹; 124-128; 155-176: The Loss Calculation

Mr. Green objects to the calculation of loss attributed to him of \$189,000. Comment Note 3(E)(ii) to United States Sentencing Guideline §2B1.1 credits amounts from disposition of collateral against the amount of the loan. The value of disposition of property in a foreclosure sale is properly credited to the defendant in calculating the value of loss. *U.S. v. Radziszewski*, 474 F.3d 480, 487 (7th Cir. 2007).

Lines 124-128 state:

The government asserts the resale amounts listed by the defendant, and used by him to calculate the loss to lenders, were subsequent to the initial short sales or resale after foreclosures. The lenders who issued mortgages to the

¹ Line 94 cites a funds transfer in the amount of \$771,557 which represents the proceeds of a mortgage loan for the purchase of the 153rd Street, Harvey property. This is clearly a typographical error as the purchase was less than one-tenth that amount and, as such, warrants no further discussion.

defendant only recovered the amounts previously listed by the government following the short sales and resales. Subsequent sales and valuations did not offset losses to the victim lenders.

In this the PSI Report has the situation exactly backwards. For one property², defendant's version suggests that a subsequent mortgage value indicates the short sale price was undervalued; however, for the sake of loss calculation, defendant's version is based on the foreclosure values. It is the government's version that the credit should be based on subsequent sales.

Defendant asserts that the proper loss calculations for each of the properties are as follows:

6851 S. Prairie, Chicago, Illinois

Count 5 of the Indictment charged Defendant with wire fraud in connection with his purchase of this property from Dorice Merriweather on February 25, 2005. Mr. Green was acquitted of this charge. Neither the government nor the pretrial officer seeks to assert any loss against the Defendant as to this property.

8544 South Givins, Chicago, Illinois

Defendant was convicted of count Six, wire fraud, in connection with his purchase of 8544 South Givins. Green bought this house on April 11, 2005 from Johnny White's mother, Bonita White. The loan amount was \$106,250. This property was supposed to be rehabbed by Mr. Thomas. At closing, \$28,800 was supposed to be set aside into an escrow for Mr. Thomas to do the rehab. (See Gov't Ex. 6A, HUD-1 at Exhibit A, Line 1304) Mr. Thomas never

² 8544 South Givins

did the rehab but kept the money. There was no rehab done to this property. Defendant contends this constituted theft of the funds that were supposed to be used for the rehab. Thus the loss amount on this property is larger than the loss amount on any other property. It is submitted that this theft of \$28,800 was not reasonably foreseeable to the Defendant under Section 1B1.3 of the Sentencing Guidelines because it is criminal conduct by Mr. Thomas not part of the scheme. Defendant asserts that restitution for this amount should be assigned to Mr. Thomas alone, and that Mr. Green should not be responsible for the amount stolen by Mr. Thomas.

Following Mr. Thomas's failure to do the rehab work for which he had received funding, Mr. Green arranged to do a short sale of this property. He retained the services of an attorney, Diane Billings, and the property was sold for \$45,681.49 on May 5, 2006. A copy of the closing statement is attached as Exhibit B. Defendant asserts that the loss amount should be the difference between the loan amount of \$106,250 and the amount received on the short sale of \$45,681.49 reduced by the theft by Mr. Thomas of \$28,800 or a loss of \$31,768.51. This should be the loss amount and the order of restitution attributable to Mr. Green.

1418 Portland, Chicago Heights, Illinois

Defendant was convicted of count Two, wire fraud, in connection with his purchase of 1418 Portland, Chicago Heights, Illinois. Green bought this house on April 26, 2005 from Kennard Rice. The loan amount was \$72,250. This property went into foreclosure in case number 05 CH 18202 on October 25,

2005. Pursuant to the foreclosure, the property was published for sale and sold at public auction for \$76,500. A copy of the Certificate of Publication of the Notice of Sale and the Selling Officer's Report of sale and Distribution are attached as Exhibit C.

Comment Note 3(E)(ii) of Guideline Section 2B1.1 states:

(E) Credits Against Loss. Loss shall be reduced by the following:

...
(ii) In a case involving collateral pledged or otherwise provided by the defendant, the amount the victim has recovered at the time of sentencing from disposition of the collateral, or if the collateral has not been disposed of by that time, the fair market value of the collateral at the time of sentencing.

It is submitted that the Sheriff's sale pursuant to public notice and auction is a valid sale under Comment Note 3(E)(ii) of §2B1.1. Because the sales price exceeded the loan amount, Defendant contends that there was no loss under the Sentencing Guidelines associated with this count of conviction.

155 E. 153rd Harvey, Illinois

Defendant was convicted of count Seven, wire fraud, in connection with his purchase of 155 E. 153rd Street, Harvey, Illinois. Green bought this house on April 29, 2005 from co-defendant Larry Skrobot. The loan amount was \$72,000. This property went into foreclosure in case number 05 CH 22167 on December 22, 2005. Pursuant to the foreclosure, the property was published for sale and sold at auction for \$85,000. A copy of the Certificate of Publication of the Receipt of Sale from the auction is attached as Exhibit D.

Because the sales price of \$85,000 exceeded the loan amount of \$72,000, Defendant contends that there was no loss under the Sentencing Guidelines associated with this count of conviction.

1436 S. Parnell, Chicago Heights, Illinois

The government introduced at trial as related conduct under Section 404(b) Defendant's purchase of 1436 S. Parnell. However this transaction was never charged in any count of the indictment. The loan amount on this property was \$71,949.18. Green bought this house on May 5, 2005 from Mable Witherspoon, who was Kennard Rice's Mother. This property went into foreclosure in case number 05 CH 20406. Pursuant to the foreclosure, the property was published for sale and sold at auction for \$46,000. A copy of the Certificate of Publication and of the Report of Sale and Distribution are attached as Exhibit E.

The loss associated with this property, should it be considered relevant conduct, would be the difference between the loan of \$71,949.18 and the auction sale of \$46,000, or a loss of \$25,949.18.

Loss Amount Calculation

Based on the above discussion, Defendant contends the loss and restitution amounts attributable to him are as follows:

8544 S. Givins	\$60,5568.81
1418 Portland	\$0.00
155 E. 153 rd Street	\$0.00
1436 S. Parnell	<u>\$25,949.18</u>
Subtotal	\$86,517.99
Less Thomas' Theft	<u>\$28,000.00</u>
Total	<u>\$57,717.99</u>

Defendant submits that the applicable Sentencing Guideline is Section 2B1.1. This Guideline sets the Base Level Offense at Level 7 and increases the Level by the applicable loss amount. The following factors apply:

Loss Amount	Increase in Level
(A) \$5,000 or less	no increase
(B) More than \$5,000	add 2
(C) More than \$10,000	add 4
(D) More than \$30,000	add 6
(E) More than \$70,000	add 8
(F) More than \$120,000	add 10

Should the court determine the loss on Parnell to be relevant conduct, the total loss would be \$57,717.99. Defendant's Offense Level would be 13.

Lines 177-184: Level of Sophistication

The Defendant objects to the contention that his involvement in the alleged scheme involved sophisticated means that would justify an enhancement under the Guidelines. Defendant's role was simply that of a "straw buyer." Evidence at trial was clear that the false W-2 forms, verifications of rent, and verifications of employment were done by others. Although there was conflict in the testimony, Green would contend that the falsification was done without his knowledge or consent.

Nor does the volume of falsified documents indicate sophistication; from trial testimony, it is clear that, in regards to the properties with which the Defendant was involved, one set of false documents was copied and used multiple times. Use of a copier does not rise to the level of sophistication that "displays 'a greater level of planning or concealment' than a typical fraud of that kind." *United States v. Wayland*, 549 F.3d 526, 528 (7th Cir. 2008) (citing

United States v. Robinson, 583 F.3d 605, 607. No shell entities were created as in one of the cases cited by the Government's version. *United States v. Cross*, 2008 WL 1723325 (7th Cir., April 15, 2008). The documentation alleged created in this case was the same that the parties routinely created in their legitimate businesses and was nothing more than what was needed to perpetuate the alleged fraud. By definition, wire *fraud* involves some deceptive representation and to enhance the penalty with a "sophisticated means" finding overstates the Guideline calculation for such a crime.

Based on the above, Defendant asserts that his guideline calculation, assuming the court determines the loss associated with the Parnell property qualifies as "relevant conduct" would be a Level 13, Criminal History I for a guideline range of 12-18 months.

Analysis under 18 U.S.C. § 3553:

While the court is required to calculate a suggested sentence under the Sentencing Guidelines, such Sentencing Guidelines are only advisory in nature. In imposing sentence, the court is to be guided by 18 U.S.C. § 3553(a) in determining the appropriate sentence to impose. That section provides, in part:

- (a) Factors to be considered in imposing a sentence.
The court shall impose a sentence sufficient but not greater than necessary to comply with the purposes set forth in paragraph (2) of this subsection. The court, in determining the particular sentence to be imposed, shall consider:
 - (1) the nature and circumstances of the offense and the history and characteristics of the defendant;
 - (2) the need for the sentence imposed—

- (A) to reflect the seriousness of the offense, to promote respect for the law, and to provide just punishment for the offense;
- (B) to afford adequate deterrence to criminal conduct;
- (C) to protect the public from further crimes of the defendant; and
- (D) to provide the defendant with needed educational or vocational training, medical care, or other correctional treatment in the most effective manner;
- (3) the kinds of sentences available;
- (4) the kinds of sentence and the sentencing range established for--
 - (A) the applicable category of offense committed by the applicable category of defendant as set forth in the guidelines. . .
- (5) any pertinent policy statement—
- (6) the need to avoid unwarranted sentence disparities among defendants with similar records who have been found guilty of similar conduct; and
- (7) the need to provide restitution to any victims of the offense

Nature and Circumstances of the Offense

Section 3553(a)(1) requires the court to consider the nature and circumstances of the offense at the time of sentencing. Here, the nature of the offense is mortgage fraud. As such, it is a financial fraud not involving any act of violence. The Defendant submits that his involvement with the fraud was minimal as he did not create any of the falsified documents and intended the properties to be profitable investments on which he would be able to service the loans. It is clear that the Defendant was not one of the major beneficiaries of the scheme; in the end, he was left with overpriced, poorly-conditioned properties, massive loans to repay, and ruined credit while others received the proceeds of the loans. Based on the nature and circumstances of the Offense, Defendant, as the “straw buyer,” was only a minor beneficiary of the proceeds of the fraud and is much less culpable than Mr. Thomas, Mr. Skrobot or others

who garnered the profits from the fraud scheme. This factor would indicate a lighter sentence should be given to Mr. Green for his role in the offense.

Defendant's Personal Characteristics

James Green is 37 years old. He is separated from his wife and the couple is currently going through divorce proceedings. The stress resulting from the instant case and related financial burdens were significant contributors to the demise of their relationship. Mr. Green has three children with whom he maintains contact; he has phone conversations with them daily and visits them whenever he is in the Chicago area. Mr. Green is committed to supporting his children and providing for them financially and emotionally as best he can, modeling his behavior after the way his parents cared for him.

Mr. Green has never been convicted of a felony prior to the instant case. In the last ten years, he has only had two minor traffic violations. He is intelligent and responsible. He attended the University of Illinois for three years, dropping out following the sudden death of his mother. Mr. Green completed barber school and became a licensed barber in 1999 and has thus supported himself and his family since. It is submitted that any lengthy period of incarceration would deprive his family of the support his employment could otherwise provide for their health and maintenance.

Mr. Green suffers from multiple sclerosis (MS), which has been exacerbated by the stress of the instant case. Mr. Green now has limited vision which has curtailed his ability to supplement his income using his commercial

driver's license. The PSI Report accurately describes Mr. Green's medical condition.

The Need for the Sentence to reflect the Seriousness of the Crime, to Promote Respect for the Law, and Provide Just Punishment

The instant case has already taken a serious toll on Mr. Green: his marriage is over, his health has been compromised, and his credit rating has been destroyed.

There is no need to deter the defendant from further criminal activity as required under 3553(a)(2)(B) as Mr. Green's minimal criminal history makes clear his actions in this case were not in character with his usual behavior. Nor is there need to further educate the defendant under 3553(a)(2)(D) or protect the public from further crimes under 3553(a)(2)(C) as Mr. Green's credit score makes it impossible for him to participate in any future real estate transactions.

Avoidance of Sentence Disparities and the Need for the Sentence to Reflect the Seriousness of the Crime

One of the factors for the court to consider is the avoidance of sentencing disparities. While Mr. Green went to trial and lost, he asks the court to consider the sentences that have already been received by some of his codefendants who plead guilty. Johnny White was sentenced to 12 months incarceration; Diane Robinson was sentenced to 21 months incarceration; Karl Allen was sentenced to 33 months incarceration; Kevin Earl was sentenced to 18 months incarceration. These codefendants were more central to the scheme than Mr. Green and were significantly more active in the creation of the

falsified documents. Mr. Green's sentence should be shorter to reflect his relatively minimal involvement and peripheral status in the scheme.

Conclusion

In conclusion, Defendant submits that the Defendant's guideline sentence should be 8-14 months under Defendant's calculation or, should the court determine the Parnell transaction to be relevant conduct, then the guideline range would be 12-18 months. In light of the fact that a portion of Mr. Green's earnings goes to support his family, it is suggested that the court impose a split sentence in which a portion of the sentence is served at a half-way house from which he could continue his employment.

In terms of restitution, it is submitted that the defendant is chargeable with a loss of \$31,768.51 relating to the Givins property. According to the HUD-1 relating to Green's short sale of such property, the holder of the first mortgage was "America's Servicing Co." (See Exhibit B line 504) The order of restitution should be that payment be made to such entity.

The court heard the testimony of the Defendant in this case and had an opportunity to consider his version of events. It is submitted that the jury simply believed it was impossible for someone to be so trusting of Robert Thomas and his promises that they would enter into all the transactions that Mr. Green entered into—i.e., that he must have known what was going on. The court has the advantage of knowing about Mr. Green's complaints to the Better Business Bureau, the Office of Banks and Real Estate and his lawsuit in the Daley Center against Mr. Thomas, Varena McCloud and Equity Express. While

the government characterizes these efforts as attempts to cover his crime, it is submitted that these were actually efforts to recover the \$28,800 theft that Mr. Thomas had perpetrated on the Defendant, and that it is credible to believe that Mr. Thomas kept telling Defendant that he, Thomas, was a reputable rehabber, good for his word and that the rehab would be done in a professional manner.

Certainly the evidence at trial indicated that shortcuts and illegal means were taken to qualify Mr. Green for the mortgages. The jury believed that Mr. Green knew or should have known about such falsification, thus finding him guilty of the crime charged. Nonetheless, it is submitted that his testimony that he intended no loss to the mortgage companies was true. He made efforts to fix the problems, contacted OBRE, conducted a short sale of one of the properties, attempted to obtain rent increases for the Section 8 properties and did other things inconsistent with someone who merely purchased a property for a \$2,000 "kickback" and then abandons the property. It is requested that the court take these efforts into account at sentencing.

Respectfully Submitted,

/s/ Ralph J. Schindler, Jr.

Ralph J. Schindler, Jr.
Attorney for James Green

Law Office of Ralph J. Schindler, Jr.
53 West Jackson Boulevard, Suite 818
Chicago, IL 60604
(312) 554-1040
Attorney No. 2484471

UNITED STATES DISTRICT COURT
IN THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

UNITED STATES OF AMERICA)	
Plaintiff,)	
)	No. 08 CR 107
v.)	
)	Hon. Judge Bucklo
JAMES GREEN,)	
Defendant.)	

CERTIFICATE OF SERVICE

I, Ralph J. Schindler, Jr., an attorney do certify that I did serve a copy of:

**DEFENDANT'S OBJECTIONS TO PRESENTENCING INVESTIGATION REPORT AND
SENTENCING MEMORANDUM**

upon all other parties entitled to be served by electronic filing of such motion in accordance with Fed. R. Civ. P. 5 and LR 5.5 and the General Order on Electronic Case Filing (ECF) this 4th day of August, 2009.

Respectfully submitted,

/s/ Ralph J. Schindler, Jr.

Ralph J. Schindler, Jr.
Attorney for JAMES GREEN

Law Office of Ralph J. Schindler, Jr.
53 West Jackson Boulevard Suite 818
Chicago, IL 60604
Tel. (312) 554-1040
Atty. No. 2484471

EXHIBIT A

04/12/2005 13:35 FAX 708 429 7980

FIRST AMERICAN TITLE

002

Settlement No. 2802-0265

A. Settlement Statement		B. Type of Loan	
First American Title Insurance Company Final Statement		1-5. Loan Type Conv. Unins.	
		6. File Number TP-1051887	
		7. Loan Number OAK008698	
		8. Mortgage Insurance Case Number n/a	
C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the seller as agent are shown. Items marked "P.C.C." were paid outside this closing; they are shown here for informational purposes and are not included in the table.			
D. Name of Borrower: James Green			
E. Name of Seller: Bonita Anderson White			
F. Name of Lender: BNC Mortgage, Inc. 1901 Main Street Irvine, CA 92614-6524			
G. Property Location: 8544 S. Givens Ct, Chicago, IL 60620			
H. Settlement Agent: First American Title Insurance Company Address: 16325 South Harlem Avenue, Ste. 2NW, Tinley Park, IL 60477		Settlement Date: 04/11/2005	
Place of Settlement Address: 16325 South Harlem Avenue, Ste. 2NW, Tinley Park, IL 60477		Print Date: 04/11/2005, 3:55 PM	
		Disbursement Date: 04/11/2005	
J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due From Borrower		400. Gross Amount Due To Seller	
101. Contract Sales Price	125,000.00	401. Contract Sales Price	125,000.00
102. Personal Property		402. Personal Property	
103. Settlement charges to borrower (line 1400)	5,670.85	403. Total Deposits	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes		406. City/town taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
113.		413.	
114.		414.	
115.		415.	
120. Gross Amount Due From Borrower	130,670.85	420. Gross Amount Due To Seller	125,000.00
200. Amounts Paid By Or In Behalf of Seller		500. Reductions in Amount Due to Seller	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)	106,250.00	502. Settlement charges (line 1400)	32,579.58
203. Existing loan(s) taken subject		503. Existing loan(s) taken subject	
204. Seller Second Mortgage To Buyer	18,750.00	504. Payoff of first mortgage loan - Ocean Federal Bank	60,120.85
205. Seller To Buyer Credit	3,586.31	505. Payoff of second mortgage loan	
206.		506. 1st installment 2004 Taxes Balance to Cook County	0.71
207.		507. Seller Second Mortgage To Buyer	48,750.00
208.		508. Seller To Buyer Credit	3,586.31
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes		510. City/town taxes	
211. County taxes 07/01/04 to 12/31/04 @ \$0.00/yr	841.15	511. County taxes 07/01/04 to 12/31/04 @ \$0.00/yr	841.15
212. Assessments		512. Assessments	
213. County Tax 2005 01/01/05 to 04/11/05 @ \$0.00/yr	443.39	513. County Tax 2005 01/01/05 to 04/11/05 @ \$0.00/yr	443.39
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid By/For Borrower	129,670.85	520. Total Reduction Amount Due Seller	116,122.00
300. Cash At Settlement From/To Borrower		600. Cash At Settlement To/From Seller	
301. Gross amount due from Borrower (line 120)	130,670.85	601. Gross amount due to Seller (line 420)	125,000.00
302. Less amounts paid by/for Borrower (line 220)	129,670.85	602. Less reductions in amounts due to Seller (line 520)	116,122.00
303. Cash (X From) (To) Borrower	1,000.00	603. Cash (X To) (From) Seller	8,878.00
The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.			
Settlement Agent: <i>[Signature]</i> Date: 04/11/05			

* See Supplemental Page for details.

BNC 0256

CANDLES 800-765-0389

GOVERNMENT
EXHIBIT
6A

04/12/2005 13:35 FAX 703 4 7920

FIRST AMERICAN TITLE

003

File No: TP-1051867

L. Settlement Charges		Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
700. Total Settlement/Broker's Commission based on price			
Division of Commission (line 700) as follows			
701.			
702.			
703. Commission paid at Settlement			
704.			
800. Items Payable in Connection with Loan			
801. Loan Origination Fee - BNC Mortgage, Inc.		698.00	
802. Loan Discount			
803. Appraisal Fee			
804. Credit Report			
805. Lender's Inspection Fee			
806. Mortgage Insurance Application Premium			
807. Assumption Fee			
808. Tax Service Fee - BNC Mortgage, Inc.		20.00	
809. Flood Certification Fee - BNC Mortgage, Inc.		47.00	
810. Broker Fee - Equity Express		2,558.75	
811.			
812.			
813.			
814.			
Supplemental Summary			
900. Items Required by Lender to be Paid in Advance			
901. Interest 04/11/05 to 05/01/05 @ 28.530000/day - BNC Mortgage, Inc.		530.60	
902.			
903. Hazard Insurance Premium for			
904.			
905.			
Supplemental Summary			
1000. Reserves Deposited with Lender			
1001. Hazard Insurance			
1002. Mortgage Insurance			
1003. City Property Taxes			
1004. County Property Taxes			
1005. Annual assessments			
1006.			
1007.			
1008. Aggregate Accounting Adjustment		0.00	0.00
1100. Title Charges			
1101. Settlement or closing fee - First American Title Insurance Company		375.00	
1102. Abstract or title search			
1103. Title examination			
1104. Title Insurance Binder			
1105. Document Fee			
1106. Notary Fee			
1107. Attorney Fee to James B. Spina			750.00
(includes above item numbers:)			
1108. Title Insurance - See supplemental page for breakdown of individual fees and payees		250.00	730.00
(includes above item numbers:)			
1109. Lender's coverage \$106,250.00 Premium: \$250.00			
1110. Owner's coverage \$126,000.00 Premium: \$730.00			
1111. Environmental Protection Lien - First American Title Insurance Company		100.00	
1112. ARM Endorsement - First American Title Insurance Company		200.00	
1113. Location Endorsement - First American Title Insurance Company		100.00	
1114. Construction Waiver Exam Fee - First American Title Insurance Company			125.00
1115.			
1116.			
1117.			
1200. Government Recording and Transfer Charges			
1201. Recording fee: Deed \$26.00 Mortgage \$118.00 Release \$0.00		30.00	52.00
1202. City/county notestamps: Deed \$1000.00 Mortgage \$0.00		937.50	62.50
1203. State notestamps: Deed \$125.00 Mortgage \$0.00			125.00
1204. State of Illinois Loan Policy Fee		3.00	
1205. State of Illinois Owner's Policy Fee			3.00
1206. Certificate of Release Recording Fee			52.00
1300. Additional Settlement Charges			
1301. Survey to			
1302. Pest inspection to			
1303. Reimburse Water and Zoning for City of Chicago to James R. Thomas			1,535.09
1304. Payment per Contractors Statement to James R. Thomas			28,800.00
1305. Delivery/Service Charge - First American Title Insurance Company		20.00	30.00
1306. Document Processing Fee - First American Title Insurance Company		5.00	
1307. Electronic Delivery Fee - First American Title Insurance Company		15.00	
1308. Text Bill Service Fee - First American Title Insurance Company			15.00
1309.			
1310.			
1311.			
1312.			
1313.			
1314.			
Supplemental Summary			
1400. Total Settlement Charges (enter on lines 103, Section J and 802, Section K)		8,670.85	32,979.59

* See Supplemental Page for details.

BNC 0257

04/12/2005 13:35 FAX 708 429 7990

FIRST AMERICAN TITLE

2004

Supplemental Page HUD-1 Settlement Statement		File No. TH-1051887
First American Title Insurance Company Final Statement		Loan No. OAKD08896
		Settlement Date/ 04/11/2005
Borrower Name & Address: James Green		
Seller Name & Address: Bonita Anderson White		

Section L. Settlement Charges continued:		Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
1108. Supplemental Summary	980.00		
a) Owner's Policy - First American Title Insurance Company			730.00
b) Loan Policy - First American Title Insurance Company		250.00	
1201. Supplemental Summary	142.00		
a) Deed - First American Title Insurance Company		26.00	
b) Mortgage - First American Title Insurance Company		64.00	52.00
1202. Supplemental Summary	1,000.00		
a) County Transfer Tax - First American Title Insurance Company			62.50
b) City Transfer Tax - First American Title Insurance Company		937.50	
1283. Supplemental Summary	125.00		
a) State Transfer Tax - First American Title Insurance Company			125.00

The following Section is restated from the Settlement Statement Page 1			
200. Cash At Settlement From/To Borrower		600. Cash At Settlement To/From Seller	
301. Gross amount due from Borrower (line 120)	120,670.85	601. Gross Amount due to Seller (line 430)	125,000.00
302. Less amounts paid by/for Borrower (line 220)	129,670.85	604. Less reductions in amounts due to Seller (line 520)	116,122.00
303. Cash (X From) (To) Borrower	1,000.00	603. Cash (X To) (From) Seller	8,878.00

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and distributions made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

BUYER(S):

James Green
James Green

SELLER(S):

Bonita Anderson White
Bonita Anderson White

First American Title Insurance Company

By

Carol Cuzick

BNC 0258

EXHIBIT B

A. TICOR TITLE INSURANCE COMPANY		OMB No. 2502-0285 Page 1	
TICOR TITLE INSURANCE COMPANY CLOSER: Kathy McCoy DATE OF PRINTING: 05/05/06 TIME OF PRINTING: 11:33		B. TYPE OF LOAN 1. <input type="checkbox"/> FHA 2. <input type="checkbox"/> FmHA 3. <input checked="" type="checkbox"/> CONV. UNINS. 4. <input type="checkbox"/> VA 5. <input type="checkbox"/> CONV. INS. 6. File Number: 578186 ML 7. Loan Number: 000578186-001 KM CH 8. Mortgage Insurance Case Number:	
SETTLEMENT STATEMENT U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT			
C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.			
D. NAME OF BORROWER: MPH INVESTMENT GROUP, LLC ADDRESS: 742 E 95TH ST. CHICAGO ILLINOIS 60619			
E. NAME OF SELLER: JAMES GREEN ADDRESS: 8544 SOUTH GIVINS COURT CHICAGO ILLINOIS 606			
F. NAME OF LENDER: SMH STRATEGIC LENDING ADDRESS: 500 LAKE COOK RD. DEERFIELD ILLINOIS 60015			
G. PROPERTY LOCATION: 8544 S GIVINS CT CHICAGO ILLINOIS			
H. SETTLEMENT AGENT: Ticor Title Insurance Company ADDRESS: 203 N. LaSalle, Suite 2200 Chicago ILLINOIS 60601 PLACE OF SETTLEMENT: 203 N. LaSalle, Suite 2200 Chicago ILLINOIS 60601			I. SETTLEMENT DATE: May 05, 2006 DISBURSEMENT DATE: May 05, 2006
J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BORROWER:		400. GROSS AMOUNT DUE TO SELLER:	
101. Contract sales price	45,681.49	401. Contract sales price	45,681.49
102. Personal Property		402. Personal Property	
103. Settlement charges to borrower (line 1400)	10,557.50	403. Settlement charges to seller (line 1400)	
104. SELLER'S SHORTFALL	529.78	404. SELLER'S SHORTFALL	529.78
105. Adjustments for items paid by seller in advance		405. Adjustments for items paid by seller in advance	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMT DUE FROM BORROWER	56,768.77	420. GROSS AMT DUE TO SELLER	46,211.27
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER		500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)	56,679.27	502. Settlement charges to seller (line 1400)	7,583.27
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205.		AMERICA'S SERVICING CO	38,628.00
206.		505. Payoff of second mortgage loan	
207.		506.	
208.		507.	
209.		508.	
210.		509.	
211. Adjustments for items unpaid by seller		510. City/town taxes to	
212. City/town taxes to		511. County taxes to	
213. County taxes to		512. Assessments to	
214. Assessments to		513.	
215.		514.	
216.		515.	
217.		516.	
218.		517.	
219.		518.	
220. TOTAL PAID BY/FOR BORROWER	56,679.27	520. TOTAL REDUCTIONS AMT DUE SELLER	46,211.27
300. CASH AT SETTLEMENT FROM/TO BORROWER		600. CASH AT SETTLEMENT TO/FROM SELLER	
301. Gross amt due from borrower (line 120)	56,768.77	601. Gross amt due to seller (line 420)	46,211.27
302. Less amt paid by/for borrower (line 220)	(56,679.27)	602. Less reductions in amt due seller (line 520)	(46,211.27)
303. CASH(<input checked="" type="checkbox"/> FROM) (<input type="checkbox"/> TO) BORROWER	89.50	603. CASH(<input type="checkbox"/> TO) (<input checked="" type="checkbox"/> FROM) SELLER	0.00
I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.			
Borrower: <u>MPH INVESTMENT GROUP, LLC</u>		Seller: <u>JAMES GREEN</u>	
To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.			
Settlement Agent: <u>[Signature]</u>		Date: <u>5/5/06</u>	
<small>WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see Title 18 U.S. Code Section 1001 and Section 1010.</small>			

KM

 U.S. v. Skrobot, et al. - 08 CR 107
 James Green Bates 1666

F.2857-01 4/80

Page 2

OMB No. 2502-0265

ORD# / ABS# ESC#	578186 000578186	M/LP KM CH	L SETTLEMENT CHARGES	TIME OF PRINTING: 11:33 DATE OF PRINTING: 05/05/06
700.	TOTAL SALES/BROKER'S COMMISSION based on price \$ 45,681.49 @ 4%			
Division of Commission (line 700) as follows:				
701.	L.B.	\$	to	
702.	SR:	\$	to	
703.	Commission paid at Settlement (Money retained by broker applied to commission \$)			
704.	Other sales agent charges:			
705.	Additional commission: \$ to			
800.	ITEMS PAYABLE IN CONNECTION WITH LOAN			
801.	Loan Origination Fee \$			
802.	Loan Discount \$			
803.	Appraisal Fee to SMH STRATEGIC LENDING			225.00
804.	Credit Report to			
805.	Lender's Inspection Fee to			
806.	Mortgage Insurance Application Fee to			
807.	Assumption Fee to			
808.	LOAN FEE TO SMH STRATEGIC LENDING			8,000.00
809.	LEGAL FEE TO MASOKN, SILVER, WENK & MISHKIN			950.00
810.				
811.				
812.				
900.	ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE			
901.	Interest from to @ \$ /day for 0 days			
902.	Mortgage Insurance Premium for 0.00 months to			
903.	Hazard Insurance Premium for 0.00 years to			
904.				
905.				
1000.	RESERVES DEPOSITED WITH LENDER			
1001.	Hazard insurance 0.00 month @ \$ per month			
1002.	Mortgage insurance 0.00 month @ \$ per month			
1003.	City property taxes 0.00 month @ \$ per month			
1004.	County property taxes 0.00 month @ \$ per month			
1005.	Annual assessments 0.00 month @ \$ per month			
1006.	0.00 month @ \$ per month			
1007.	0.00 month @ \$ per month			
1008.	Aggregate Accrual Adjustment			0.00 0.00
1100.	TITLE CHARGES			
1101.	Settlement or Closing Fee to TICOR TITLE INSURANCE COMPANY			400.00
1102.	Abstract or title search to			
1103.	Title examination to TICOR TITLE INSURANCE COMPANY			30.00
1104.	Title insurance binder to			
1105.	Document preparation to			
1106.	Notary fees to			
1107.	Attorney's fee to DIANE BILLINGS			750.00
1108.	Title insurance to TICOR TITLE INSURANCE COMPANY			440.00 752.00
(includes above items numbers.)				
1109.	Lender's coverage \$56,679.27 \$ 440.00			
1110.	Owner's coverage \$45,681.49 \$ 752.00			
1111.	PACKAGE EMAIL FEE TO TICOR TITLE INSURANCE COMPANY			25.00
1112.	OVERNIGHT DELIVERY AND HANDLING FEE TO TICOR TITLE INSURANCE			25.00
1113.				
1200.	GOVERNMENT RECORDING AND TRANSFER CHARGES			
1201.	Recording fees: Deed \$ 38.50 ; Mortgage \$ 66.50 ; Release \$ 38.50			143.50 38.50
1202.	City/county tax/stamps: Deed \$; Mortgage \$			345.00 23.00
1203.	State tax/stamps: Deed \$; Mortgage \$			46.00
1204.				
1205.	STATE OF ILLINOIS REGISTRATION FEE TO TICOR TITLE INSURANCE			4.00 2.00
1300.	ADDITIONAL SETTLEMENT CHARGES			
1301.	Survey to L.B. PASE & ASSOC			475.00
1302.	Post inspection to			
1303.	2005 1ST INSTALLMENT TAXES TO COOK COUNTY COLLECTOR			816.86
1304.	ATTORNEY FEE TO MARJORIE FORTNER			3,500.00
1305.	REIMB FOR ZONING TO DIANE BILLINGS			150.00
1306.	WATER BILL TO DEPT. OF WATER			899.91
1307.	WATER CERT TO DIANE BILLINGS			100.00
1400.	TOTAL SETTLEMENT CHARGES (enter on lines 100, Section J and 602, Section K)			10,557.50 7,583.27
I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.				
Borrower: <u>MPH INVESTMENT GROUP, LLC</u>		Seller: <u>JAMES GREEN</u>		
The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause funds to be disbursed in accordance with this statement.				
Settlement Agent: <u>[Signature]</u>		Date: <u>5/5/06</u>		
WARNING: It is a crime to knowingly make false statement to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.				

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U.S. v. Skrobot, et al. 08-cr-107 HB 4303.2
James Green Bates 1667

OMB No. 2502-0255


Page 3


ORD#/ABS# 578186
BSC# 000578186MLP
KM CH

SUPPLEMENTAL PAGE

TIME OF PRINTING: 11:33
DATE OF PRINTING: 05/05/06

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction, I further certify that I have received a copy of the HUD-1 Settlement Statement.


JAMES GREEN


JAMES GREEN

MPH INVESTMENT GROUP, LLC

KM

EXHIBIT C

THIS INFORMATION IS AN ATTEMPT TO COLLECT A DEBT AND ANY
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE

F&Sfile# 05-1327D

Plaintiff's Attorney # 42168

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

U.S. BANK NATIONAL ASSOCIATION,
TRUSTEE.

Plaintiff

V.

JAMES GREEN,
Defendant

) Case No. 05 CH 18202

) Calendar No. 57

SELLING OFFICER'S RECEIPT OF SALE

Kallen Realty Services, Inc. (hereinafter "KRS"), successor to Kallen Financial Inc., the Selling Officer appointed in the matter captioned above, does hereby certify that pursuant to a Judgment of Foreclosure and Sale entered herein, the plaintiff advertised the following described real estate to be sold at public auction to the highest bidder for cash, as set forth in said advertisement; and that at the hour of 12:30 p.m. on January 17, 2007, at 205 W. Randolph Street, Suite 1200 Chicago, Illinois, KRS offered said premises for sale at public auction to the highest bidder for cash.

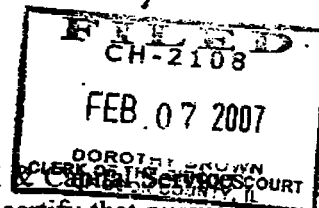
WHEREUPON U.S. Bank National Association, the plaintiff herein, offered and bid therefore the sum of Seventy-Six Thousand Five Hundred & 00/100 Dollars (\$76,500.00). That being the highest and best bid, KRS accordingly struck off and sold to said bidder the following described real estate:

LOT 42 N BLOCK 79, A SUBDIVISION OF BLOCKS 79,80 AND 81 AND OUTLOT "F" IN CHICAGO HEIGHTS, A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; N COOK COUNTY, ILLINOIS. COMMONLY KNOWN AS 1418 PORTLAND AVENUE, CHICAGO HEIGHTS, ILLINOIS 60411. TAX ID# 32-21-402-021

KRS has received the full amount of the bid from the successful bidder in the form of a "credit bid" of a sum owed to it on the date of said sale pursuant to said Judgment.

January 17, 2007.

KALLEN REALTY SERVICES, INC., successor to
KALLEN FINANCIAL & CAPITAL SERVICES, INC.

By: Sergio Bayle

THIS INFORMATION IS AN ATTEMPT TO COLLECT A DEBT AND ANY
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE

F&Sfile# 05-1327D

Plaintiff's Attorney # 42168

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

U.S. BANK NATIONAL ASSOCIATION,
TRUSTEE.

Plaintiff

V.

JAMES GREEN.

Defendant

) Case No. 05 CH 18202 CH-2153
) Calendar No. 57

FEB 07 2007

DOCKETED
CLERK OF THE COURT
OF COOK COUNTY

SELLING OFFICER'S REPORT OF SALE AND DISTRIBUTION

Kallen Realty Services, Inc., (hereinafter "KRS"), successor to Kallen Financial & Capital Services, Inc., the Selling Officer appointed in the matter captioned above, respectfully reports that a public sale of real estate was held pursuant to a judgment entered in the above entitled cause on October 16, 2006, in accordance with Illinois Code of Civil Procedure, Chapter 735, Article XV.

Pursuant to the terms of said judgment the sale was advertised in newspapers circulated to the general public in Cook County by publishing notice in both the real estate section and legal section for three consecutive weeks in full compliance with Illinois Code of Civil Procedure, Chapter 735, Section 15-1507. Certificates of said publications with printed copies of said notices are attached hereto as Exhibit "A."

The Public Sale was advertised to be held at the hour of 12:30 p.m. on January 17, 2007, at 205 W. Randolph Street, Suite 1200, Chicago, Illinois. At said date, time, and place, KRS offered for sale the hereinafter described real estate to the highest and best bidder for cash.

Thereupon U.S. Bank National Association, the plaintiff herein, bid the sum of Seventy-Six Thousand Five Hundred & 00/100 Dollars (\$76,500.00). That being the highest and best bid, KRS struck off and caused to be sold to said bidder for said sum of money, the said real estate, which is hereinafter described:

LOT 42 N BLOCK 79, A SUBDIVISION OF BLOCKS 79,80 AND 81 AND OUTLOT "F" IN CHICAGO HEIGHTS, A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, N COOK COUNTY, ILLINOIS. COMMONLY KNOWN AS 1418 PORTLAND AVENUE, CHICAGO HEIGHTS, ILLINOIS 60411. TAX ID# 32-21-402-021

KRS has executed and delivered to said bidder its Receipt of Sale and Certificate of Sale, copies of which are attached hereto.

Upon confirmation of this sale. KRS will execute and deliver a Deed to said bidder in accordance with said judgment and law.

proceeds of said sale will, upon confirmation of the sale, be disbursed as follows:

1. To the Plaintiff:

a) The amount due under the judgment	\$ 87,440.51	73,982.2
b) Interest thereon from date of judgment to date of sale	2,005.14	0
c) Publication costs	368.00	1
d) Post-judgment advances		
1) Appraisal	\$ 170.00	
2) Property inspection	100.75	
3) Property preservation	87.00	
4) Taxes	2,420.68	
5) Insurance	1,306.34	

Total post-judgment advances 4,084.77

Subtotal \$ 93,898.42

2. Costs of sale:

a) Recording	36.00
b) Commission on sale	<u>300.00</u>

TOTAL AMOUNT DUE PLAINTIFF \$ 94,234.42

TOTAL PROCEEDS OF SALE 76,500.00

(DEFICIENCY) (\$ 17,734.42)

Dated: January 17, 2007.

Respectfully submitted,
KALLEN REALTY SERVICES, INC., successor to
KALLEN FINANCIAL & CAPITAL SERVICES, INC.

By: *Sergio Rago*

05-1327D

CERTIFICATE OF PUBLICATION

CASE NO. _____

Midwest Suburban Publishing, Inc.

(Name of Publishing Co.)

does hereby certify

that it is the publisher of Star Publications, that
(Name of Newspaper)said Star Publications is a secular newspaper of
(Name of Newspaper)general circulation that has been published weekly in the
(Weekly, Daily)Township of _____, County of Cook,
(City, etc.) (Name of Municipality)

State of Illinois, continuously for more than one year prior to the first date of publication of the notice appended, that it is a newspaper as defined in "An Act to revise the law in relation to notices", as amended, Illinois Revised Statutes, Chapter 100, Pars. 1 & 5 and that the notice appended was published in a section of Star Publications
(Name of Newspaper)

in which real estate other than real estate being sold as part of legal proceedings is commonly advertised to the general public on

12/14/6

(Date of Publication)

12/21/6

(Date of Publication)

and,

12/28/6

(Date of Publication)

In witness whereof, the undersigned has

caused this certificate to be signed and its corporate seal fixed in Cook County,

Illinois, on 12/28/6

"OFFICIAL SEAL"

Paula Poutry
Notary Public, State of Illinois
My Commission Expires June 7, 2008

Midwest Suburban Publishing, Inc.

(Name of Publishing Company)

(Authorized Agent)

CIRCUIT COURT OF COOK
COUNTY, ILLINOIS COUNTY DE-
PARTMENT, CHANCERY DIVISION,
U.S. BANK NATIONAL ASSOCIA-
TION, TRUSTEE, Plaintiff, vs. JAMES
GREEN, Defendant. 05CH-18202

NOTICE OF FORECLOSURE SALE

Fisher and Shapiro file #05-13270
(It is advised that interested parties
consult with their own attorneys be-
fore bidding at mortgage foreclosure
sales.)

PUBLIC NOTICE is hereby given that
pursuant to a Judgment of Foreclo-
sure entered on October 15, 2006,
Kallen Realty Services, Inc., succe-
sor to Kallen Financial & Capital Ser-
vices, Inc., as Selling Official will at
12:30 p.m. on January 17, 2007,
at 205 W. Randolph Street, Suite
1200, Chicago, Illinois, sell at public
auction to the highest bidder for
cash, as set forth below, the follow-
ing described real property:

LOT 42 N BLOCK 79, A SUBDIVI-
SION OF BLOCKS 79.80 AND 81
AND OUTLOT "F" IN CHICAGO
HEIGHTS, A SUBDIVISION OF PART
OF THE WEST 1/2 OF THE SOUTH-
EAST 1/4 OF SECTION 21, TOWN-
SHIP 35 NORTH, RANGE 14, EAST
OF THE THIRD PRINCIPAL
MERIDIAN, N COOK COUNTY, ILLI-
NOIS.

COMMONLY KNOWN AS 1418
PORTLAND AVENUE, CHICAGO
HEIGHTS, ILLINOIS 60611.

TAX ID# 32-21-402-021

The mortgaged real estate is im-
proved with a dwelling. The property
will NOT be open for inspection.

The judgment amount was
\$87,440.10. Sale terms: 10% of
successful bid immediately at conclu-
sion of auction, balance by noon the
next business day, both by cashier's
checks; and no refunds. The sale
shall be subject to general real estate
taxes, special taxes, special assess-
ments, special taxes levied, and su-
perior liens, if any. The property is
offered "as is," with no express or im-
plied warranties and without any rep-
resentation as to the quality of title
or recourse to Plaintiff. Prospective
bidders are admonished to review
the court file to verify all information.
For information: Sale Clerk, Fisher
and Shapiro, 4201 Lake Cook Rd.,
1st floor, Northbrook, Illinois 60062,
(847) 498-9990, between 1:00
p.m. and 3:00 p.m. weekdays only.

CERTIFICATE OF PUBLICATION

CASE NO. 05CH-18202

U.S. BANK VS GREEN

LAW BULLETIN PUBLISHING CO.

does hereby certify that it is the publisher of

CHICAGO DAILY LAW BULLETIN,

that said **CHICAGO DAILY LAW BULLETIN** is
a secular newspaper that has been published
DAILY in the City of Chicago, County of Cook,
State of Illinois, continuously for more than one
year prior to the first date of publication of the
notice, appended, that it is of general circulation
throughout said County and State, that it is a
newspaper as defined in "An Act to revise the
law in relation to notices," as amended, Illinois
Compiled Statutes (715 ILCS 5/1 & 5/5), and
that the notice appended was published in the
said **CHICAGO DAILY LAW BULLETIN** on
Dec-5-12-19

First publication date:

DECEMBER 5, 2006

Final publication date:

DECEMBER 19, 2006

In witness thereof, the undersigned has caused
this certificate to be signed and its corporate
seal affixed at Chicago, Illinois.

DECEMBER 19, 2006

LAW BULLETIN PUBLISHING CO.

By

Judy B. Borsell



1 1 5 7 4 6

EXHIBIT D

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT - CHANCERY DIVISION

HSBC BANK USA, NA. AS INDENTURE
TRUSTEE UNDER THE INDENTURE
RELATING TO PEOPLE'S CHOICE HOME
LOAN SECURITIES TRUST SERIES 2005-3,
MORTGAGE-BACKED NOTES, SERIES 2005-3

Plaintiff,

-v.-

JAMES GREEN, et al

Defendant

05 CH 22167

#57 JUDGE REYES

RECEIPT OF SALE

I, the undersigned, an authorized signatory for The Judicial Sales Corporation, selling officer appointed in the matter captioned above do hereby certify, that pursuant to a Judgment of Foreclosure and Sale entered herein, the plaintiff duly advertised in compliance with 735 ILCS 5/15-1507(c), the following described real estate to be sold at public auction to the highest bidder for cash on August 3, 2006 and continued to September 5, 2006, at the office of The Judicial Sales Corporation, One South Wacker Drive - 24th Floor, CHICAGO, IL 60606, and that an agent of The Judicial Sales Corporation offered said premises for sale at public auction to the highest bidder for cash.

Whereupon, HSBC BANK USA, NA, AS INDENTURE TRUSTEE UNDER THE INDENTURE RELATING TO PEOPLE'S CHOICE HOME LOAN SECURITIES TRUST SERIES 2005-3, MORTGAGE-BACKED NOTES, SERIES 2005-3 offered and bid therefor the sum of EIGHTY-FIVE THOUSAND AND 00/100 (\$85,000.00) and that being the highest and best bid, an agent of The Judicial Sales Corporation accordingly struck off and sold to said bidder the following described real estate:

THE WEST 70 FEET OF LOTS 23 AND 24 IN BLOCK 64 IN HARVEY, A SUBDIVISION OF THAT PART OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 14, LYING WEST OF ILLINOIS CENTRAL RAILROAD TOGETHER WITH BLOCKS 53 TO 55, 62 TO 66, 68 TO 84 AND THAT PART OF BLOCK 67 LYING SOUTH OF THE CHICAGO AND GRAND TRUNK RAILROAD, ALL OF SOUTH LAWN, A SUBDIVISION OF SECTION 17, AND THE SOUTH 1/2 OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 155 E. 153RD STREET, Harvey, IL 60426

Property Index No. 29-17-111-035.

The Judicial Sales Corporation has this day received a credit bid as full payment from said bidder in the amount of \$85,000.00.

Witness my hand and seal, on this 5th day of September, 2006.

Attorney File No.: 14-05-E929

Attorney Code # 21762

Case Number: 05 CH 22167

The Judicial Sales Corporation

By: 

THE JUDICIAL SALES CORPORATION One South Wacker Drive, 24th Floor • Chicago, IL 60606-4650
(312) 236-SALE

NOTE: Pursuant to the Fair Debt Collection Practices Act, you are advised that Plaintiff's attorney is deemed to be a debt collector attempting to collect a debt and any information obtained will be used for that purpose.

CERTIFICATE OF PUBLICATION

10/25 @ 9:15
Kankakee

CASE NO. _____

Midwest Suburban Publishing, Inc.

(Name of Publishing Co.)

does hereby certify

that it is the publisher of Star Publications, that
(Name of Newspaper)

said Star Publications is a secular newspaper of
(Name of Newspaper)

general circulation that has been published weekly in the
(Weekly, Daily)

of _____ County of Cook,
(Name of Municipality)

State of Illinois, continuously for more than
one year prior to the first date of publication
of the notice appended, that it is a newspaper
as defined in "An Act to revise the law in
relation to notices", as amended, Illinois
Revised Statutes, Chapter 100, Pars. 1 & 5 and
that the notice appended was published in a
section of Star Publications
(Name of Newspaper)

in which real estate other than real estate
being sold as part of legal proceedings is
commonly advertised to the general public on
6/29/6
(Date of Publication)

7/6/6 and,
(Date of Publication)

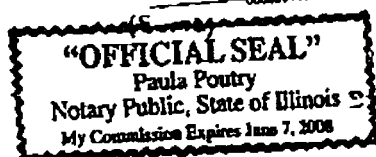
7/13/6
(Date of Publication)

In witness whereof, the undersigned has
be signed and its corporate seal fixed in Cook County,

7/13/6

caused this

Illinois, on



Midwest Suburban Publishing, Inc.

(Name of Publishing Company)

(Authorized Agent)

IN THE CIRCUIT COURT OF COOK
County, Illinois County Depart-
ment — Chancery Division, HSBC
Bank USA, NA, as Indenture Trustee
under the Indenture Relating to Pro-
perty's Choice Home Loan Securities
Trust Series 2005-3 Mortgage-
Backed Notes, Series 2005-3, Plain-
tiff, vs. James Green, et al., Defen-
dant, Case No. 05CH-22167.

NOTICE OF SALE

PUBLIC NOTICE IS HEREBY GIV-
EN that pursuant to a Judgment of
Foreclosure and Sale entered in the
above cause on March 27, 2006,
The Judicial Sales Corporation will at
10:30 a.m. on August 3, 2006, in
its office at 33 N. Dearborn St., 10th
Floor, Chicago, IL 60602, sell at
public auction to the highest bidder
for cash, as set forth below, the fol-
lowing described real estate:

The West 70 feet of Lots 23 and
24 in Block 64 in Harvey, a Subdivi-
sion of this part of Section 17,
Township 36 North, Range 14, lying
West of Illinois Central Railroad, to-
gether with Blocks 53 to 55, 62 to
66, 68 to 84 and that part of Block
67 lying South of the Chicago and
Grand Trunk Railroad, all of South
Lawn, a Subdivision of Section 17,
Township 36 North, Range 14, East
of the Third Principal Meridian, in
Cook County, IL.

Commonly known as: 155 E.
153rd St., Harvey, IL 60426.

Phone 29-17-111-035.

The real estate is improved with a
single family residence.

The judgment amount was
\$79,192.60.

Sale terms: 25% down of the
highest bid by certified funds at the
close of the auction; the balance, in
certified funds, is due within twenty-
four (24) hours. The subject property
is subject to general real estate tax-
es, special assessments, or special
taxes levied against said real estate
and is offered for sale without any
representation as to quality or quan-
tity of title and without recourse to
Plaintiff and in "AS IS" condition.
The sale is further subject to confir-
mation by the court.

If the sale is set aside for any rea-
son, the Purchaser at the sale shall
be entitled only to a return of the de-
posit paid. The Purchaser shall have
no further recourse against the Mort-
gagor, the Mortgage or the Mortgag-
ee's attorney.

Upon payment in full of the
amount bid, the purchaser will re-
ceive a Certificate of Sale that will
entitle the purchaser to a deed to the
real estate after confirmation of the
sale.

The property will NOT be open for
inspection and Plaintiff makes no
representation as to the condition of
the property. Prospective bidders are
admonished to check the court file to
verify all information.

For information, contact Plaintiff's
attorney: The Sale Clerk, CODIUS &
ASSOCIATES, P.C., 15W030 N.
Frontage Road, Suite 100, Burr
Ridge, IL 60527, (630) 794-9876
between the hours of 1 and 3 PM
only and ask for the sales depart-
ment. Please refer to file number 14-
05-EB29.

THE JUDICIAL SALES
CORPORATION

33 North Dearborn Street
10th Floor, Suite 1015
Chicago, IL 60602-3100
(312) 236-SALE

NOTE: Pursuant to the Fair Debt
Collection Practices Act you are ad-
vised that Plaintiff's Attorney is
deemed to be a debt collector at-
tempting to collect a debt and any
information obtained will be used for
that purpose.

15/25
Kankulic 6
9.
CERTIFICATE OF PUBLICATION

CASE NO. 05CH22167

HSBC BANK V GREEN

LAW BULLETIN PUBLISHING CO.

does hereby certify that it is the publisher of

CHICAGO DAILY LAW BULLETIN,

that said CHICAGO DAILY LAW BULLETIN is
a secular newspaper that has been published
DAILY in the City of Chicago, County of Cook,
State of Illinois, continuously for more than one
year prior to the first date of publication of the
notice, appended, that it is of general circulation
throughout said County and State, that it is a
newspaper as defined in "An Act to revise the
law in relation to notices," as amended, Illinois
Compiled Statutes (715 ILCS 5/1 & 5/5), and
that the notice appended was published in the
said CHICAGO DAILY LAW BULLETIN on
June—22-29-6

First publication date:

JUNE 22, 2006

Final publication date:

JULY 6, 2006

In witness thereof, the undersigned has caused
this certificate to be signed and its corporate
seal affixed at Chicago, Illinois.

JULY 6, 2006

LAW BULLETIN PUBLISHING CO.

By M. Jawlinski



EXHIBIT E

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT - CHANCERY DIVISION

HSBC BANK USA, NA, AS INDENTURE
TRUSTEE UNDER THE INDENTURE
RELATING TO PEOPLE'S CHOICE HOME
LOAN SECURITIES TRUST SERIES 2005-3,
MORTGAGE-BACKED NOTES, SERIES 2005-3

Plaintiff,

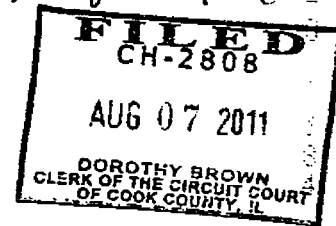
-v.-

JAMES GREEN, et al

Defendant

05 CH 20406

#56 JUDGE QUINN



REPORT OF SALE AND DISTRIBUTION

I, the undersigned, an authorized signatory for The Judicial Sales Corporation, selling officer appointed in the matter captioned above, do hereby report that:

That pursuant to a Judgment of Foreclosure and Sale entered herein, the plaintiff advertised the following described real estate to be sold at public auction to the highest bidder for cash on July 27, 2006, at office of The Judicial Sales Corporation, 33 N. Dearborn Street, 10th Floor, CHICAGO, IL, 60602, as set forth in the certificate of publication attached hereto and made a part hereof;

That an agent of The Judicial Sales Corporation first offered said real estate for sale separately, and then in combination less than the whole, and having received no bid therefor, an agent of The Judicial Sales Corporation thereupon offered the entire real estate and premises hereinafter described en masse to the highest bidder on the terms specified in said advertisement;

That HSBC BANK USA, NA, AS INDENTURE TRUSTEE UNDER THE INDENTURE RELATING TO PEOPLE'S CHOICE HOME LOAN SECURITIES TRUST SERIES 2005-3, MORTGAGE-BACKED NOTES, SERIES 2005-3 (the plaintiff herein) offered and bid therefor the sum of FORTY-SIX THOUSAND AND 00/100 (\$46,000.00) and that being the highest and best bid, an agent of The Judicial Sales Corporation accordingly struck off and sold to said bidder the following described real estate:

LOT 33 IN BLOCK 62 IN CHICAGO HEIGHTS A SUBDIVISION IN THE SOUTH WEST ONE QUARTER (1/4) OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 1436 PARNELL AVENUE, Chicago Heights, IL 60411

Property Index No. 32-21-303-041.

I, the undersigned, an authorized signatory for The Judicial Sales Corporation, selling officer appointed in the matter captioned above, do hereby further report:

That The Judicial Sales Corporation has executed and delivered to said bidder its Receipt(s) of Sale, copies of which are attached hereto, along with a copy of the Certificate of Sale (if any) delivered to said

Report of Sale and Distribution

bidder.

That upon confirmation of this sale, The Judicial Sales Corporation will execute and deliver a Deed to said bidder in accordance with said judgment and law.

That the proceeds of said sale will, upon confirmation of the sale, be disbursed as follows:

To the plaintiff:

1. The amount due under judgment		\$80,724.71
2. Interest thereon (excluding attorney's fees) from date of judgment (04/25/2006) to date of sale (07/27/2006) at 9% per annum		\$1,811.28
3. Publication costs		\$ 368.00
4. Post judgment advances		
recording a/m	\$ 26.00	
racer	\$ 15.00	
Total Advances		\$ 41.00
Subtotal		\$82,944.99
To the Selling Officer, as commission		\$ 300.00
Total Amount Due		\$83,244.99
Total Proceeds of Sale		\$46,000.00
Surplus or (Deficiency)		(\$37,244.99)

Date: July 27, 2006

Attorney File No.: 14-05-D728

Respectfully submitted,
The Judicial Sales Corporation

By: 

THE JUDICIAL SALES CORPORATION 33 North Dearborn Street - Suite 1015 Chicago, Illinois
60602-3100 (312) 236-SALE

NOTE: Pursuant to the Fair Debt Collection Practices Act, you are advised that Plaintiff's attorney is deemed to be a debt collector attempting to collect a debt and any information obtained will be used for that purpose.

05-D728

IN THE CIRCUIT COURT OF COOK
County, Illinois County Depart-
ment — Chancery Division, HSBC
Bank USA, NA, as Indenture Trustee
under the indenture relating to Peo-
ple's Choice Home Loan Securities
Trust Series 2005-3, Mortgage-
Backed Notes, Series 2005-3, Plain-
tiff, vs. James Green, et al., Defen-
dant, Case No. 05CH-20406.

NOTICE OF SALE

PUBLIC NOTICE IS HEREBY GIV-
EN that pursuant to a Judgment of
Foreclosure and Sale entered in the
above cause on April 25, 2006, The
Judicial Sales Corporation will at
10:30 a.m. on July 27, 2006, in its
office at 33 N. Dearborn St., 10th
Floor, Chicago, IL 60602, sell at
public auction to the highest bidder
for cash, as set forth below, the fol-
lowing described real estate:

Lot 33 in Block 62 in Chicago
Heights a Subdivision in the South
West One Quarter (¼) of Section 21,
Township 35 North, Range 14, East
of the Third Principal Meridian, in
Cook County, IL.

Commonly known as: 1436 Par-
nell Ave., Chicago Heights, IL
60411.

PIN# 32-21-303-041.

The real estate is improved with a
single family residence.

The judgment amount was
\$80,724.71.

Sale terms: 25% down of the
highest bid by certified funds at the
close of the auction; the balance, in
certified funds, is due within twenty-
four (24) hours. The subject property
is subject to general real estate tax-
es, special assessments, or special
taxes levied against said real estate
and is offered for sale without any
representation as to quality or quan-
tity of title and without recourse to
Plaintiff and in "AS IS" condition.
The sale is further subject to confir-
mation by the court.

If the sale is set aside for any rea-
son, the Purchaser at the sale shall
be entitled only to a return of the de-
posit paid. The Purchaser shall have
no further recourse against the Mort-
gagor, the Mortgagee or the Mortga-
gee's attorney.

Upon payment in full of the
amount bid, the purchaser will re-
ceive a Certificate of Sale that will
entitle the purchaser to a deed to the
real estate after confirmation of the
sale.

The property will NOT be open for
inspection and Plaintiff makes no
representation as to the condition of
the property. Prospective bidders are
admonished to check the court file to
verify all information.

For information, contact Plaintiff's
attorney: The Sale Clerk, CODILIS &
ASSOCIATES, P.C., 15W030 N.
Frontage Road, Suite 100, Burr
Ridge, IL 60527, (630) 794-9876
between the hours of 1 and 3 PM
only and ask for the sales depart-
ment. Please refer to file number 14-
05-D728.

THE JUDICIAL SALES
CORPORATION

33 North Dearborn Street
10th Floor, Suite 1015
Chicago, IL 60602-3100
(312) 236-SALE

NOTE: Pursuant to the Fair Debt
Collection Practices Act you are ad-
vised that Plaintiff's Attorney is
deemed to be a debt collector at-
tempting to collect a debt and any
information obtained will be used for
that purpose.

CERTIFICATE OF PUBLICATION

CASE NO. 05CH20406

HSBC BANK V GREEN

LAW BULLETIN PUBLISHING CO.

does hereby certify that it is the publisher of

CHICAGO DAILY LAW BULLETIN,

that said **CHICAGO DAILY LAW BULLETIN** is
a secular newspaper that has been published
DAILY in the City of Chicago, County of Cook,
State of Illinois, continuously for more than one
year prior to the first date of publication of the
notice, appended, that it is of general circulation
throughout said County and State, that it is a
newspaper as defined in "An Act to revise the
law in relation to notices," as amended, Illinois
Compiled Statutes (715 ILCS 5/1 & 5/5), and
that the notice appended was published in the
said **CHICAGO DAILY LAW BULLETIN** on
June—23-30-7

First publication date:

JUNE 23, 2006

Final publication date:

JULY 7, 2006

In witness thereof, the undersigned has caused
this certificate to be signed and its corporate
seal affixed at Chicago, Illinois.

JULY 7, 2006

LAW BULLETIN PUBLISHING CO.

By

[Signature]

8/7

05-072

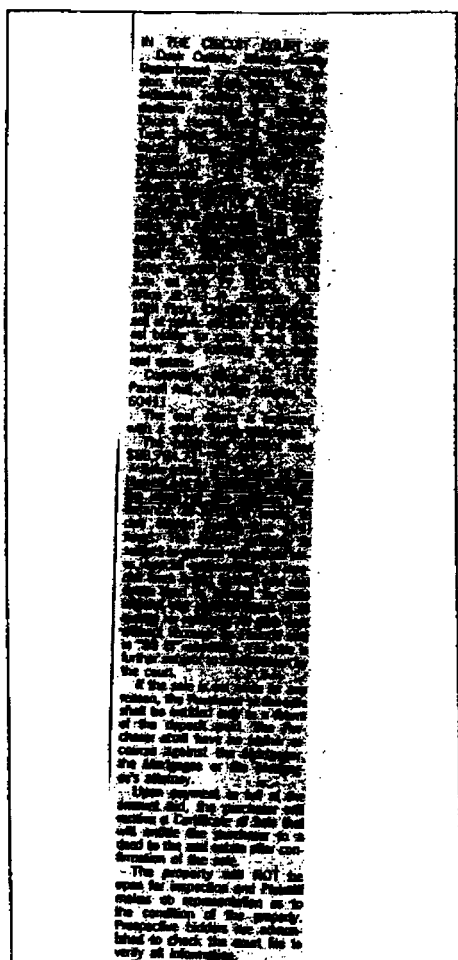
CERTIFICATE OF PUBLICATION

CASE NO. _____

Midwest Suburban Publishing, Inc.

(Name of Publishing Co.)

does hereby certify

that it is the publisher of Star Publications, that
(Name of Newspaper)said Star Publications is a secular newspaper of
(Name of Newspaper)general circulation that has been published weekly in the
(Weekly, Daily)Township of _____, County of Cook,
(City, etc.) (Name of Municipality)

State of Illinois, continuously for more than one year prior to the first date of publication of the notice appended, that it is a newspaper as defined in "An Act to revise the law in relation to notices", as amended, Illinois Revised Statutes, Chapter 100, Pars. 1 & 5 and that the notice appended was published in a section of Star Publications
(Name of Newspaper)

in which real estate other than real estate being sold as part of legal proceedings is commonly advertised to the general public on

6/29/6

(Date of Publication)

7/6/6

(Date of Publication)

and,

7/13/6

(Date of Publication)

In witness whereof, the undersigned has

caused _____ to be signed and its corporate seal fixed in Cook County,

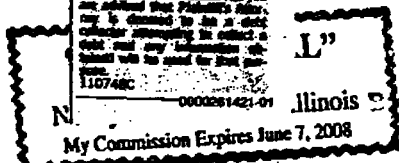
7/13/6

Midwest Suburban Publishing, Inc.

(Name of Publishing Company)

(Authorized Agent)

Illinois:



N

0000251421-01

Illinois

My Commission Expires June 7, 2008

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT - CHANCERY DIVISION

HSBC BANK USA, NA, AS INDENTURE
TRUSTEE UNDER THE INDENTURE
RELATING TO PEOPLE'S CHOICE HOME
LOAN SECURITIES TRUST SERIES 2005-3,
MORTGAGE-BACKED NOTES, SERIES 2005-3

Plaintiff,

-v.-

JAMES GREEN, et al

Defendant

05 CH 20406

#56 JUDGE QUINN

RECEIPT OF SALE

I, the undersigned, an authorized signatory for The Judicial Sales Corporation, selling officer appointed in the matter captioned above do hereby certify, that pursuant to a Judgment of Foreclosure and Sale entered herein, the plaintiff duly advertised in compliance with 735 ILCS 5/15-1507(c), the following described real estate to be sold at public auction to the highest bidder for cash on July 27, 2006, at the office of The Judicial Sales Corporation, 33 N. Dearborn Street, 10th Floor, CHICAGO, IL 60602, and that an agent of The Judicial Sales Corporation offered said premises for sale at public auction to the highest bidder for cash.

Whereupon, HSBC BANK USA, NA, AS INDENTURE TRUSTEE UNDER THE INDENTURE RELATING TO PEOPLE'S CHOICE HOME LOAN SECURITIES TRUST SERIES 2005-3, MORTGAGE-BACKED NOTES, SERIES 2005-3 offered and bid therefor the sum of FORTY-SIX THOUSAND AND 00/100 (\$46,000.00) and that being the highest and best bid, an agent of The Judicial Sales Corporation accordingly struck off and sold to said bidder the following described real estate:

LOT 33 IN BLOCK 62 IN CHICAGO HEIGHTS A SUBDIVISION IN THE SOUTH WEST ONE QUARTER (1/4) OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 1436 PARNELL AVENUE, Chicago Heights, IL 60411

Property Index No. 32-21-303-041.

The Judicial Sales Corporation has this day received a credit bid as full payment from said bidder in the amount of \$46,000.00.

Witness my hand and seal, on this 27th day of July, 2006.

Attorney File No.: 14-05-D728

Attorney Code # 21762

Case Number: 05 CH 20406

The Judicial Sales Corporation

By: 